



Brian J. Stiger
Director

COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AFFAIRS

"To Enrich Lives Through Effective and Caring Service"

Members of the Board

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich

December 16, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 December 16, 2014


PATRICK O'QUINN
ACTING EXECUTIVE OFFICER

**AUTHORIZATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS
TO SIGN AND EXECUTE A MEMORANDUM OF UNDERSTANDING
WITH THE LOS ANGELES COUNTY SUPERIOR COURT
TO ENHANCE SELF-HELP LEGAL ACCESS CENTER OPERATIONS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Consumer Affairs (DCA) requests your Board's approval to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Superior Court (Court). The MOU will formalize the existing partnership and improve the coordination between DCA, its Self-Help Legal Access Center (SHLAC) contractors and subcontractors, and the Court at the Self-Help Legal Access Center locations within the courthouses.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Consumer Affairs to sign a Memorandum of Understanding with the Court to improve coordination of Self-Help Legal Access Center (SHLAC) services in courthouse locations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SHLAC program assists self-represented litigants in space provided by the Court in courthouses throughout Los Angeles County.

On August 9, 2011, your Board approved Agreement No. 77605 with Neighborhood Legal Services (NLS) to operate and staff the SHLAC program. The term of the contract is three (3) years with the

option to extend the Contract term for up to two (2) additional one-year periods.

DCA currently partners with the Court to coordinate SHLAC services provided by contractors and subcontractors in courthouse locations. This MOU will clarify the roles and responsibilities of DCA, the Court, and SHLAC staff and volunteers.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1: Operational Effectiveness and Goal 3: Integrated Services Delivery by enabling the department to provide responsive and quality services to County residents.

FISCAL IMPACT/FINANCING

There is no cost associated with this MOU with no fiscal impact to the County. There is also no fiscal impact on the current SHLAC Agreement with NLS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU is from January 1, 2015 – August 31, 2016. The MOU may be terminated at any time and for any reason by either party upon 30-days written notice.

Pursuant to the MOU, DCA and SHLAC staff and volunteers will work collaboratively with Court staff and in cooperation with Court programs. DCA will provide signage at the SHLAC locations that the public can easily see containing instructions for members of the public to submit complaints about SHLAC services directly to DCA. SHLAC staff will operate consistent with the Guidelines for the Operation of Self-Help Centers in California Trial Courts and will not charge a fee for service to litigants. The MOU clarifies issues regarding employment status of SHLAC staff and indemnification between the County and the Court.

The services provided at the SHLACs are a convenience to the Court and self-represented litigants and this MOU does not create an obligation to continue providing these services now or in the future.

Separate from this MOU, DCA or its contractor will enter into space use License Agreements with the California Judicial Council for the non-exclusive use of designated courthouse space for fulfilling the terms of the MOU.

County Counsel has approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no direct impact on current services provided at the SHLACs. Approval of this MOU will enable greater coordination between DCA and the Court on enhancing SHLAC services.

CONCLUSION

Please authorize the Department of Consumer Affairs to sign the MOU and return one adopted copy

The Honorable Board of Supervisors

12/16/2014

Page 3

of this letter to the Department of Consumer Affairs

Respectfully submitted,

A handwritten signature in black ink, reading "Brian J. Stiger". The signature is written in a cursive, flowing style with a large initial "B".

BRIAN J. STIGER

Director

BJS

Enclosures

c: County Counsel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is entered into by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES (hereinafter “COURT”) and LOS ANGELES COUNTY DEPARTMENT OF CONSUMER AFFAIRS (hereinafter “DCA”) for the purpose of assisting self-represented litigants in understanding and navigating the court system through neutral self-help services. COURT and DCA do hereby agree as follows:

1. TERM

This MOU is effective January 1, 2015 – August 31, 2016. Either party may terminate this MOU at any time and for any reason upon 30-days written notice to the other party.

2. RESPONSIBILITIES

DCA will contract with an outside party for the operation of nine Self-Help Legal Access Centers (SHLAC) in agreed upon courthouse locations per Exhibit 1A STATEMENT OF WORK.

DCA will require that contractors’ and subcontractors’ staff and volunteers working in the SHLACs act in full compliance with the terms of the Guidelines for the Operation of Self-Help Centers in California Trial Courts issued by the Administrative Offices of the Courts February 29, 2008, under California Rules of Court 10.960. SHLAC staff or volunteers will not establish any attorney-client relationship with self-represented litigants.

DCA will require that SHLAC staff or volunteers will not charge a fee for any service provided in the SHLACs, nor will they solicit donations from the litigants served at the SHLACs.

DCA and its contractors’ and subcontractors’ SHLAC staff shall work collaboratively with COURT staff to provide self-help services.

DCA agrees to work in cooperation with COURT programs, including, but not limited to, the Resource Centers for Self-Represented Litigants, the Self-Help Collaboration Project, JusticeCorps, and the Family Law Facilitator.

DCA will provide signage at the SHLAC locations that the public can easily see containing instructions for members of the public to submit complaints directly to DCA.

The services offered by DCA and its contractors are a convenience to the Court and the self-represented litigants seeking assistance, and shall in no way create any obligation for DCA to provide services now or in the future.

TIMES OF OPERATION: All SHLACs will be open on all Court days with the exception of Friday afternoons, closures approved by DCA, and any conflicting Holidays scheduled per the contractor's MOUs or agreement with their employee union. DCA will attempt to reduce the number of closures on court days by encouraging its contractors to schedule agency-wide staff meetings on court holidays whenever reasonably feasible.

3. SPACE USE

COURT shall provide to DCA and its contractors and subcontractors nonexclusive use of designated space in agreed upon courthouses for operation of SHLACs

When such space is shared with Court self-help or Family Law Facilitator staff, SHLAC staff and volunteers will work collaboratively with Court's staff to develop best practices for cooperative triaging and the leveraging of referrals amongst themselves

DCA or its contractors shall enter into and comply with License Agreements with the California Judicial Council for the non-exclusive use of these designated spaces in the courthouses, for the stated purpose of fulfilling the terms of this MOU. DCA or its contractors will provide proof of required insurance. COURT will support the effort of the DCA and its contractors to obtain required licenses from the California Judicial Council as required for the use of space in the courthouse.

4. EMPLOYMENT STATUS

This MOU is by and between COURT and DCA and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COURT and DCA or its staff. The attorney(s) and other staff provided by the contractors shall function as, and in all respects are, employees or volunteers of DCA's contractors and subcontractors.

DCA's contractors shall be solely liable and responsible for providing the SHLAC staff attorney(s) and other SHLAC staff all compensation and benefits, if any. COURT shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes or other compensation, benefits, or taxes for the SHLAC staff attorney(s) and other SHLAC staff.

DCA understands and agrees that for all purposes, including Worker's Compensation liability, the SHLAC staff attorney(s) and other SHLAC staff are employees of DCA's contractors or its subcontractors and not employees of COURT. DCA's contractors or its subcontractors shall be solely responsible for furnishing any and all Worker's Compensation benefits to the SHLAC staff attorney(s) and other SHLAC staff as a result of any injury arising from or connected with any work performed by the SHLAC staff attorney(s) and/or other SHLAC staff pursuant to this MOU.

5. INDEMNIFICATION

DCA agrees to indemnify, defend, and hold harmless COURT and the State of California, and their respective elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to defense costs and attorney's fees, arising from or connected with claims, lawsuits for damages, and/or Worker's Compensation benefits relating to DCA or SHLAC staff or attorney services, which result from bodily injury, death, personal injury, and/or property damage (including damage to DCA property). DCA shall not be obligated to indemnify for liability and expense arising from an act of negligence of COURT or Court's staff.

COURT agrees to indemnify, defend, and hold harmless DCA and the County of Los Angeles, and their respective elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to defense costs and attorney's fees, arising from or connected with claims, lawsuits for damages, and/or Worker's Compensation benefits relating to COURT services, which result from bodily injury, death, personal injury, and/or property damage (including damage to COURT property). COURT shall not be obligated to indemnify for liability and expense arising from an act of negligence of DCA or SHLAC staff.

DCA agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives and shall maintain all required licenses and permits required by law for performing services under this MOU. DCA shall indemnify, defend, and hold harmless COURT and the State of California, and their respective elected or appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, losses, damages, fees (including attorney's fees and expert witness fees), costs, and/or expenses resulting from a violation by DCA or SHLAC staff or attorney of any laws, rules, regulations, ordinances, directives, provisions, licenses, and/or permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, non-discrimination, and Federal Fair Labor Standards.

6. NOTICES

All notices under this MOU shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified U.S. mail, postage prepaid, addressed to the parties as follows:

TO COURT:

Kathleen Dixon, Family Law Facilitator
Superior Court of California,
County of Los Angeles
111 North Hill St., Room 422L
Los Angeles, CA 90012

TO DCA:

Kirk Shelton, Chief Deputy Director
Department of Consumer Affairs
County of Los Angeles
500 W. Temple St. Room B-96
Los Angeles, CA 90012

As an alternative contact, notice to COURT may be sent to Dr. Margaret Little, Operations Deputy, Room 105E, at the address listed herein.

As an alternative contact, notice to DCA may be sent to Brian Stiger, Director, at the address listed herein.

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Memorandum of Understanding to be subscribed by the Executive Officer thereof, and the Los Angeles County Department of Consumer Affairs has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

Executed at Los Angeles, California.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

D. BRETT BIANCO
Court Counsel

SHERRI R. CARTER (date)
Executive Officer/Clerk

LOS ANGELES COUNTY
DEPARTMENT OF CONSUMER AFFAIRS

BRIAN STIGER (date)
Director